Company Tracking Number: IU-RA-4024

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.004 Modified Single Premium

Variable and Variable

Product Name: Endorsements, IRA
Project Name/Number: IU-RA-4024/IU-RA-4024

Filing at a Glance

Company: ING Life Insurance and Annuity Company

Product Name: Endorsements, IRA SERFF Tr Num: INGD-126363640 State: Arkansas TOI: A02.1I Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 44151

Variable and Variable Closed

Sub-TOI: A02.11.004 Modified Single Premium Co Tr Num: IU-RA-4024 State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird

Authors: Karen Flieck, Alicia Disposition Date: 11/23/2009

Gemelli, Susan Holloway, Christine

Runkle-DiFonzo

Date Submitted: 11/19/2009 Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: IU-RA-4024 Status of Filing in Domicile: Pending

Project Number: IU-RA-4024 Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: Connecticut is our

state of domicile.

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Market Type: Individual

Group Market Size:

Group Market Type:

Filing Status Changed: 11/23/2009 Explanation for Other Group Market Type:

State Status Changed: 11/23/2009

Deemer Date: Created By: Christine Runkle-DiFonzo Submitted By: Christine Runkle-DiFonzo Corresponding Filing Tracking Number:

Filing Description:

Please Note: This is an IRA Endorsement filing. There is no actuarial memorandum associated with this filing. There is

no cost for the endorsement.

The IRA Endorsement form IU-RA-4024 is new and is not intended to revise or replace any form previously filed with, or approved for use by, your Department. The form does not contain any unusual or possibly controversial items from

Company Tracking Number: IU-RA-4024

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.004 Modified Single Premium

Variable and Variable

Product Name: Endorsements, IRA

Project Name/Number: IU-RA-4024/IU-RA-4024

normal company or industry standards.

Endorsement form IU-RA-4024 will be attached to form IU-IA-4017 Modified Single Premium Deferred Annuity Contract approved on 10/27/09 to qualify the Contract as an IRA under the Internal Revenue Code Sections 408(b), respectively. The endorsement includes defined terms and additional language in Section 4 to compliment contract form IU-IA-4017. In addition, the form may be used with other appropriate individual fixed and variable annuity contracts with similar product features as may be filed and approved by your Department in the future.

The officer's signature is enclosed in brackets to indicate variability. We reserve the right to make changes to the officer's signature to reflect current company operations. Changes in printing technology may slightly alter the format of the forms and we reserve the right to make such changes without refiling. Any such revisions will comply with applicable state requirements.

Due to the constraints of SERFF requiring submissions to be categorized as a specific type of insurance, only one TOI and one Sub TOI can be chosen for the type of filing. Please understand that while this submission may only show one line of insurance in SERFF, the endorsement will be used with the appropriate individual fixed and variable annuity contracts.

The form has been filed concurrently for use in Connecticut, our state of domicile.

As the language of the endorsement is generally required by the IRS to qualify the plans as IRAs, it is exempt from any state readability requirements.

Your review and approval of this submission will be greatly appreciated. If there are any questions or comments regarding this filing, please do not hesitate to contact me at 1-800-325-3792 extension 4253977, directly at 610-425-3977, or via e-mail at christine.runkle-difonzo@us.ing.com.

Company and Contact

Filing Contact Information

Christine DiFonzo, Contract Analyst christine.runkle-difonzo@us.ing.com 1475 Dunwoody Drive 800-325-3792 [Phone] 4253977

[Ext]

West Chester, PA 19380 610-426-3520 [FAX]

Filing Company Information

ING Life Insurance and Annuity Company CoCode: 86509 State of Domicile: Connecticut

One Orange Way Group Code: 229 Company Type:

Company Tracking Number: IU-RA-4024

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.004 Modified Single Premium

Variable and Variable

Product Name: Endorsements, IRA

Project Name/Number: IU-RA-4024/IU-RA-4024

Windsor, CT 06095 Group Name: State ID Number:

(800) 654-8065 ext. [Phone] FEIN Number: 71-0294708

Filing Fees

Fee Required? Yes
Fee Amount: \$20.00
Retaliatory? No

Fee Explanation: 1 endorsement @ 20.00

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

ING Life Insurance and Annuity Company \$20.00 11/19/2009 32161065

 SERFF Tracking Number:
 INGD-126363640
 State:
 Arkansas

 Filing Company:
 ING Life Insurance and Annuity Company
 State Tracking Number:
 44151

Company Tracking Number: IU-RA-4024

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.004 Modified Single Premium

Variable and Variable

Product Name: Endorsements, IRA

Project Name/Number: IU-RA-4024/IU-RA-4024

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	11/23/2009	11/23/2009

Company Tracking Number: IU-RA-4024

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.004 Modified Single Premium

Variable and Variable

Product Name: Endorsements, IRA

Project Name/Number: IU-RA-4024/IU-RA-4024

Disposition

Disposition Date: 11/23/2009

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: IU-RA-4024

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.004 Modified Single Premium

Variable and Variable

Product Name: Endorsements, IRA

Project Name/Number: IU-RA-4024/IU-RA-4024

ScheduleSchedule ItemSchedule Item StatusPublic AccessSupporting DocumentFlesch CertificationNoSupporting DocumentApplicationNoSupporting DocumentLife & Annuity - Acturial MemoNoFormIndividual Retirement AnnuityNo

 SERFF Tracking Number:
 INGD-126363640
 State:
 Arkansas

 Filing Company:
 ING Life Insurance and Annuity Company
 State Tracking Number:
 44151

Company Tracking Number: IU-RA-4024

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.004 Modified Single Premium

Variable and Variable

nt or Rider

Product Name: Endorsements, IRA

Project Name/Number: IU-RA-4024/IU-RA-4024

Form Schedule

Lead Form Number: IU-RA-4024

Schedule Item	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
Status						
	IU-RA-402	4Policy/Cont Individual Retiremen	t Initial		0.000	IU-RA-
		ract/Fratern Annuity Endorsemer	nt			4024.pdf
		al				
		Certificate:				
		Amendmen				
		t, Insert				
		Page,				
		Endorseme				

ING Life Insurance and Annuity Company

P.O. BOX 10450, 909 LOCUST STREET, DES MOINES, IOWA 50306-0450

Individual Retirement Annuity Endorsement

The Contract to which this Individual Retirement Annuity Endorsement (this "Endorsement") is attached is hereby modified by the provisions of this Endorsement. The Endorsement provisions shall control if there is a conflict between the Endorsement and the Contract, including any other endorsements or riders issued with the Contract. Any capitalized terms not defined in this Endorsement shall have the meaning given to them in the Contract. This Endorsement is effective as of the Contract Date.

This Endorsement amends the Contract in order to meet the qualification requirements for an Individual Retirement Annuity ("IRA") under Section 408(b) of the Code, and shall be interpreted in accordance with that section.

YOU MAY RETURN YOUR IRA AT THE ADDRESS SHOWN ABOVE WITHIN 7 DAYS (OR LONGER IF REQUIRED BY LAW OR BY THE PROVISIONS OF YOUR IRA) AFTER THE DATE YOU RECEIVE IT. IF SO RETURNED, WE WILL PROMPTLY RETURN YOUR ENTIRE PREMIUM PAID LESS ANY WITHDRAWALS. IF YOU RETURN YOUR IRA AFTER 7 DAYS, THE RETURN OF FUNDS WILL BE IN ACCORDANCE WITH THE "RIGHT TO EXAMINE AND RETURN THIS CONTRACT" PROVISION OF THE CONTRACT TO WHICH THIS IRA ENDORSEMENT IS ATTACHED.

If you send correspondence indicating your intent to return your IRA, your letter must be postmarked during the 7-day period (or longer if required by law or by the provisions of your IRA) following the date you received your IRA. You must also enclose your Contract.

1. IMPORTANT TERMS AND DEFINITIONS

Compensation means wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Section 401(c)(2) of the Code (reduced by the deduction you take for Contributions made to a self-employed retirement plan if you are self-employed). For the purposes of this definition, Section 401(c)(2) of the Code shall be applied as if the terms "trade" or "business" for purposes of Section 1402 of the Code includes service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. Compensation shall include any amount includible in your gross income under Section 71 of the Code with respect to a divorce or separation instrument described in subparagraph (A) of Section 71(b)(2) of the Code. The term "compensation" includes any differential wage payment, as defined in Section 3401(h)(2) of the Code. For purposes of this definition, the amount of compensation includible in your gross income shall be determined without regard to Section 112 of the Code.

Contribution means Premium, as used in the Contract. Contributions may be limited under the "CONTRIBUTIONS" section below.

Designated Beneficiary means a natural person who is a "designated beneficiary" within the meaning of Section 401(a)(9) of the Code and the Income Tax Regulations thereunder.

Interest means the Accumulation Value plus the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations and, prior to the date that the Contract is annuitized, the actuarial value of any other benefits provided under the Contract, such as certain guaranteed living and death benefits.

Income Tax Regulations mean the regulations found in Title 26 of the Code of Federal Regulations.

2. NON-FORFEITABLE AND NON-TRANSFERABLE

The Contract is established for the exclusive benefit of you or your beneficiaries. Joint Owners are not permitted. You are also the Annuitant.

Your Interest in the Contract is nontransferable and, except as provided by law, is nonforfeitable. It may not be sold, assigned, discounted or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose.

3. CONTRIBUTIONS

3.1 Maximum Regular Contribution Limits

The Contract to which this Endorsement is attached may permit the Contribution of: (1) an Initial Premium and Additional Premiums, (2) an Initial Premium and, on a limited basis, Additional Premiums, or (3) only a Single Premium. In addition, the Contract may require the payment of a minimum Premium amount. Additional Premiums, if permitted under the Contract, will be subject to a minimum amount that is not greater than \$50.

- (1) A Contribution permitted under the Contract may include a rollover contribution (as permitted by Code Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)), a non-taxable transfer from an individual retirement plan under Code Section 7701(a)(37), and cash not exceeding \$5,000 for any taxable year. In addition, if the Contract permits the Contribution of an Initial Premium and Additional Premiums, a permitted Contribution may include a Contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in Code Section 408(k). After 2008, this annual cash contribution limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 219(b)(5)(D). Such adjustments will be in multiples of \$500.
- (2) In the case of an individual who is 50 or older, the annual cash contribution limit is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.
- (3) In addition to the amounts described in paragraphs (1) and (2) above, a Contribution permitted under the Contract may include an individual's repayment of a qualified reservist distribution described in Code Section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period.

3.2 SIMPLE IRA Contribution Limitation

No Contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Section 408(p) of the Code. Also, no transfer or rollover of funds attributable to Contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date you first participated in that employer's SIMPLE IRA plan.

4. REQUIRED MINIMUM DISTRIBUTIONS

4.1 In General

Notwithstanding any provision of this IRA to the contrary, the distribution of your Interest in this IRA shall be made in accordance with the requirements of Code Section 408(b)(3) and the Income Tax Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the Interest in this IRA must satisfy the requirements of Section 408(a)(6) of the Code and the regulations thereunder, rather than the provisions of subsections 4.2 and 4.3.

Withdrawals taken from the Contract to satisfy the Required Minimum Distribution rules described in this section 4 that exceed the MAW for a specific Contract Year will not be deemed Excess Withdrawals in that Contract Year, subject to the following:

- (1) If the Owner's required minimum distribution determined in accordance with the requirements of Code Section 401(a)(9) for any calendar year, applicable to this Contract, is greater than the MAW, an additional Withdrawal amount ("AWA") will be set equal to the portion of the required minimum distribution that exceeds the MAW. Otherwise, the AWA for that calendar year will be set at zero.
- (2) Any Withdrawals taken during the then current Contract Year will count first against the MAW for that Contract Year.
- (3) The amounts withdrawn in excess of the MAW will count first against any unused AWA calculated for the previous calendar year followed by any unused AWA calculated for the current calendar year.
- (4) Any unused AWA will be set to zero at the end of the second calendar year from which it is originally calculated.
- (5) Withdrawals in excess of the MAW plus any unused accumulated AWA in the Contract are Excess Withdrawals and will reduce the MGWB Base on a pro rata basis, which will result in a recalculation of the MAW as described above.

Recalculation of the MAW will not have any impact on the AWA during a Contract Year. Any unused accumulated AWA in the Contract will continue under the Contract until set to zero at the end of the second calendar year from which it is originally calculated.

4.2 Required Minimum Distributions

Your entire Interest in the IRA will be distributed no later than April 1 following the calendar year in which you attain 70½ (the "required beginning date") over your life or the lives of you and your Designated Beneficiary, or a period certain not extending beyond your life expectancy or the joint and last survivor expectancy of you and your Designated Beneficiary. Required Minimum Distribution payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of Section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 under Section 1.401(a)(9)-6 of the Income Tax Regulations.

The distribution periods described in the paragraph above cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Income Tax Regulations.

The first required payment can be made as late as April 1 of the year following the year in which you attain 70% and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval. If all or a portion of an individual account is used to purchase an annuity after distributions are required to commence (the required beginning date, in the case of distributions commencing before death, or the date determined under Q&A-3 of Section 1.401(a)(9)-3 of the Income Tax Regulations, in the case of distributions commencing after death), payments under the annuity, and distributions of any remaining account, must be made in accordance with Q&A-5(e) of Section 1.401(a)(9)-5 of the Income Tax Regulations.

4.3 Distributions Upon Death

Death On or After Required Distributions Commence. If you die on or after required distributions commence, the remaining portion of your Interest will continue to be distributed under the Contract option chosen and the AWA will continue to be calculated for any Withdrawals that continue to the Beneficiary.

Death Before Required Distributions Commence. If you die before required distributions commence, your entire Interest will be distributed at least as rapidly as follows:

- (1) If the Designated Beneficiary is someone other than your surviving spouse, the remaining portion of the entire Interest will be distributed, starting by the end of the calendar year following the calendar year of your death, over the Designated Beneficiary's life, or over a period not extending beyond the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the age of the Designated Beneficiary as of his or her birthday in the year following the year of your death, or if elected, in accordance with paragraph (3) below. An AWA will not be calculated for the difference between the MAW and any such life expectancy Withdrawals. Under no circumstances will an AWA be calculated for payments under a Contract that is not required to take a required minimum distribution under Code Section 401(a)(9).
- (2) If the sole Designated Beneficiary is your surviving spouse, the entire Interest must be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70½, if later), over such spouse's life, or over a period not extending beyond the remaining life expectancy of the surviving spouse, or, if elected, in accordance with paragraph (3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining Interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Designated Beneficiary's life, or over a period not extending beyond the remaining life expectancy determined using such Designated Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (3) below.

If the surviving spouse dies after the required distributions commence to him or her, any remaining Interest will continue to be distributed under the Contract option chosen.

- (3) If there is no Designated Beneficiary, or if applicable by operation of paragraph (1) or (2) above, the entire Interest will be distributed by the end of the calendar year containing the 5th anniversary of your death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (2) above).
- (4) Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole Designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Designated Beneficiary's age in the year specified in paragraph (1) or (2) above and reduced by 1 for each subsequent year. If distributions are made in the form of an annuity, life expectancy is not recalculated.
- (5) For purposes of this section 4.3, required distributions are considered to commence on your required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.
- (6) If you die prior to the Annuity Commencement Date and the sole Designated Beneficiary is your surviving spouse, the spouse may elect to treat the Contract as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a Contribution to the Contract or fails to take required distributions as the Designated Beneficiary. This election may only be made once, and thus may not be made a second time if the surviving spouse Designated Beneficiary elects to treat the IRA as his or her own, remarries, and his or her new spouse is the sole Designated Beneficiary.

4.4 Annuity Plans and the Automatic Required Minimum Distribution Options

When this Endorsement is attached to the Contract, all Annuity Plans described under the Contract that comply with the requirements of Code Section 401(a)(9) are available, subject to certain restrictions, except that the Payments for Life with Surrender Right and Death Benefit Annuity Plan is not available. If Annuity

Payments have not commenced by the latest Annuity Commencement Date permitted under the Contract, you may elect, in lieu of any available Annuity Plan, the Automatic Required Minimum Distribution Option.

Under the Automatic Required Minimum Distribution Option, periodic payments are required to be made at least annually and you may change the frequency after payments begin. Payments under this option will be paid for as long as the Annuitant is living and will equal, on a Contract Year basis, the MAW, as determined on each Contract Anniversary beginning with the Contract Anniversary that is the latest Annuity Commencement Date. If the MAW in any calendar year in which the Automatic Required Minimum Distribution Option is in effect is less than the Required Minimum Distribution Amount due in such calendar year, we will pay the Required Minimum Distribution Amount.

The Required Minimum Distribution Amount is equal to, on an annual calendar year basis after the required beginning date, (1) the Interest in this IRA as of the end of the prior calendar year, determined as if the Contract has not been annuitized, divided by (2) the life expectancy distribution period of the Annuitant, based on the Annuitant's age, as determined under the Uniform Lifetime Table under Treasury Regulation Section 1.401(a)(9)-9 as shown in Table D of this Endorsement which replaces Table D in the underlying Contract.

Under the Automatic Required Minimum Distribution Option, the Accumulation Value will remain allocated among the available variable sub-accounts as you direct. The Owner may Surrender or take Withdrawals from the Contract at any time but Additional Premiums are not permitted. After payments begin under this option, the Owner may elect at any time to apply the remaining Accumulation Value (less any amount needed to be distributed in order to satisfy Code Section 401(a)(9) for the calendar year) to any other Annuity Plan that satisfies the requirements of Code Section 401(a)(9).

Upon the death of the Annuitant, if the Contract is not in Lifetime Automatic Periodic Benefit Status the Beneficiary will be entitled to receive the Death Benefit, as described in Section 6.3 of the underlying Contract, according to one of the following:

- (a) In a lump sum on or before the end of the calendar year in which the Annuitant's death occurs; or
- (b) Periodic payments, in the same frequency and at least as rapidly as under the Automatic Required Minimum Distribution Option at the time of death. The periodic payments for the calendar year immediately following the calendar year of the Annuitant's death will be calculated using the Accumulation Value (increased by the difference between the Accumulation Value and, if greater, the Standard Death Benefit Base upon receipt of due Proof of Death) at the end of the year of the Annuitant's death, divided by the remaining life expectancy of the Annuitant at the time of death (or the life expectancy of the Beneficiary at the time of the Annuitant's death if longer) as determined under the Single Life Table under Treasury Regulation Section 1.401(a)(9)-9. If the Accumulation Value has been reduced to zero upon receipt of Proof of Death, the Death Benefit will equal the Standard Death Benefit Base and this amount will be allocated to the Specially Designated Variable Sub-account. The periodic payments for each subsequent calendar year will be calculated using the remaining Accumulation Value at the end of the immediately preceding calendar year and the life expectancy factor used in calculating the prior payment to the Beneficiary reduced by one. At any time after the election of this periodic payment option, the Beneficiary may allocate all or a portion of the Accumulation Value from the Specially Designated Variable Sub-account to the available variable sub-accounts.

The provision entitled Electing an Annuity Plan under section 6.4 of the underlying Contract is amended to reflect that if Annuity Payments have not commenced by the latest Annuity Commencement Date permitted under the Contract and you have not elected an Annuity Plan, we will commence periodic payments to you under the Automatic Required Minimum Distribution Option.

5. GENERAL PROVISIONS

5.1 Multiple IRAs

If you own more than one IRA, the required minimum distribution must be calculated separately for each IRA. The separately calculated amounts may be totaled and the total distribution taken from any one or more of your IRAs under the rules set forth in Q&A-9 of Section 1.408-8 of the Income Tax Regulations. Amounts in IRAs that you hold as a beneficiary of the same decedent and which are being distributed under Code Section 401(a)(9)(B)(iii) or (iv) may be aggregated, but such amounts may not be aggregated with amounts held in IRAs that you hold as the IRA owner or as the beneficiary of another decedent.

5.2 Annual Report

We will furnish annual calendar year reports concerning the status of the Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of the Internal Revenue Service.

5.3 Amendments

We reserve the right to amend or administer this Endorsement, subject to regulatory approval, as necessary to comply with the Code, the Income Tax Regulations or published Internal Revenue Service Rulings. We will send a copy of any such amendment to you. It will be mailed to the last post office address known to us. Any such changes will apply uniformly to all Contracts that are affected.

5.4 Annuity Plan Table

When the underlying Contract is issued in connection with a SEP-IRA, Annuity Plan Tables B and C in the underlying Contract are replaced with the following tables:

Table B: Life Payments (Single Annuitant) SEP-IRA
Only

Annuitant's Age	Life Only Unisex	Life with 10 Years Period Certain Unisex	Life with 20 Years Period Certain Unisex
50	\$2.75	\$2.74	\$2.70
55	3.08	3.07	2.99
60	3.52	3.49	3.34
65	4.11	4.04	3.72
70	4.93	4.75	4.10
75	6.12	5.67	4.38
80	7.88	6.71	4.53
85	10.50	7.65	4.58

Table C: Joint and Last Survivor Life Payments (Joint Annuitants) SEP-IRA Only

Age										
Age	50	55	60	65	70	75	80	85	90	95
50	\$2.41	\$2.51	\$2.59	\$2.65	\$2.69	\$2.71	\$2.73	\$2.74	\$2.74	\$2.74
55	2.51	2.66	2.79	2.89	2.97	3.01	3.04	3.06	3.07	3.08
60	2.59	2.79	2.98	3.15	3.29	3.38	3.44	3.48	3.50	3.51
65	2.65	2.89	3.15	3.41	3.64	3.82	3.97	4.02	4.06	4.08
70	2.69	2.97	3.29	3.64	3.99	4.31	4.56	4.72	4.82	4.87
75	2.71	3.01	3.38	3.82	4.31	4.82	5.27	5.62	5.84	5.97
80	2.73	3.04	3.44	3.94	4.56	5.27	6.01	6.67	7.15	7.46
85	2.74	3.06	3.48	4.02	4.72	5.62	6.67	7.76	8.70	9.37

Table D in the underlying Contract is replaced with Table D below:

Table D: Uniform Lifetime Table under Treasury Regulation Section 1.401(a)(9)-9

Age	Distribution Period	Age	Distribution Period	Age	Distribution Period
85	14.8	96	8.1	107	3.9
86	14.1	97	7.6	108	3.7
87	13.4	98	7.1	109	3.4
88	12.7	99	6.7	110	3.1
89	12.0	100	6.3	111	2.9
90	11.4	101	5.9	112	2.6
91	10.8	102	5.5	113	2.4
92	10.2	103	5.2	114	2.1
93	9.6	104	4.9	115+	1.9
94	9.1	105	4.5		
95	8.6	106	4.2		

All other provisions of the Contract remain unchanged.

Signed:

Secretary Sen na]

Company Tracking Number: IU-RA-4024

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.004 Modified Single Premium

Variable and Variable

Product Name: Endorsements, IRA
Project Name/Number: IU-RA-4024/IU-RA-4024

Supporting Document Schedules

Item Status: Status

Date:

Satisfied - Item: Flesch Certification

Comments:

Attached is Rule & Regulation 19 Certification. The other compliance certification does not apply as this is an endorsement filing.

As the language of the endorsement is required by the IRS to qualify the plans as IRAs, it is exempt from any state readability requirements.

Attachment:

AR Rule 19 Cert.pdf

Item Status: Status

Date:

Bypassed - Item: Application

Bypass Reason: Not required. This is an endorsement filing.

Applications are Not made part of the contract.

Comments:

Item Status: Status

Date:

Bypassed - Item: Life & Annuity - Acturial Memo

Bypass Reason: Please Note: This is an IRA endorsement filing. There is no actuarial memorandum associated

with this filing. There is no cost for the endorsement. Please refer to the filing description for

more details of this filing. Thank you.

Comments:

ARKANSAS POLICY FORM CERTIFICATION

Form Number: <u>IU-RA-4024</u>

Form Title: Individual Retirement Annuity Endorsement

By my signature below, I hereby certify that I have reviewed the enclosed policy forms and certify that the forms submitted meet the provisions of Rule 19 as well as all applicable requirements of the Arkansas Insurance Department.

Signed:

Assistant Secretary

Patricia M. Smith

November 18, 2009

Date